

**Golf Commission Meeting
April 27, 2015
Minutes**

Members Present: Ron Dray, Chairman; Owen Evans, Vice-Chairman; Teri Deal; Richard DeLibro; Joe DeLuca; Tony Guzzi; Joyce Michaels; Jonathan Turk; Diane Wheeler

Also Attending: Bobby Brown, Director of Golf; Hidalgo Nagashima, Director of Golf Course Properties; John Ponzio, Town Treasurer; Darin Callahan, Attorney; Dennis Kokenos, Attorney

Members Absent: none

Ron Dray, Chairman, called the meeting to order at 7:00 PM.

Review and Approval of Prior Minutes:

Review and approval of the Minutes of March 23, 2015 . . . A Motion was made by Mrs. Michaels seconded by Mr. Guzzi to approve the minutes as is. Motion carried unanimously.

Audience Participation:

- None

Director of Golf Course Properties Report (Hidalgo Nagashima):

Labor:

- Director of Golf Course Properties (Nagashima)
- Mechanic (Plaveck)
- Full-time Greensmen (Cook, Romano, Markaj)
- Part-time Greensmen (Oleyar, Quinn, Rodriguez, Martins, Riley, Harrison, Hicks, Hoepfner, Ferguson, Sommerville)
- Weekend Help (Bova, Ormsbee)

Maintenance Department:

- All the greens have been dethatched and seeded. The three greens that suffered the most in the winter have been aerified and seeded. They are starting to show some recovery. Mr. Nagashima expects them to show a complete recovery once the weather and soil temperatures increase. The remaining greens will be aerated with a ¼ inch small tine and topdressed lightly which will provide minimal disruption. The collars will be aerified and seeded this week.
- The tees will be aerified and seeded in the upcoming weeks.
- The areas of the fairways that suffered winter damage will be aerified and seeded as well.

- The drain on #6 is working properly and has been repaired and seeded. The drain on #8 has been repaired but remains to be finished. The drain on #18 will be worked on over the next two days. After the water problem is corrected, the area will be sodded with work expected to be complete by the end of next week.
- The new practice grass bunker is open and the ropes removed. Five 6' tall Norwegian spruce trees are scheduled to be planted on Thursday at the back of the bunker.
- Mr. Brown reported that the replacement range netting is being installed. Some of the existing netting will be used behind the new practice bunker.
- Over the winter the water meter in the pumphouse and some copper pipes and flush-o-meters in the on-course bathroom were stolen. The pumphouse has been repaired and the irrigation system is now operational. Parts are on order for the bathroom which cannot be opened. Temporary portable toilets have been brought in.
- The fire marshal conducted his annual inspection and found six areas that needed minor repair. We have already fixed the majority of the items on the list.

Green Committee (Owen Evans):

- None

Director of Golf Operations/Head Professional Report (Bobby Brown):

Golf Operations:

- Tashua Knolls opened on April 10th and the Glen opened on April 15th.
- There have been three nice Saturdays and Sundays in April while Fridays have been affected by weather.
- The Senior Men are off to a good start with two outings.
- Both the Ladies 9- and 18-holers had a decent start despite colder temperatures.
- Christian Heritage School has recently booked its first tournament at Tashua for September 28th.
- The tournament season begins on May 4th with the Trumbull Republican Committee.

Programs:

- Adult: Trumbull Adult Education (23 students)
- Junior: Group Instruction League recently began, Jr. League (30 participants); LPGA Girls (130 girls)
- Equipment Demo Days: Titleist (April 30); Nike and Callaway (May 7); PING (May 14)

Marketing:

- Three ads in the Trumbull Times
- Three E-blasts

House Committee (Ron Dray):

- Mr. Dray asked the Commission to consider the purchase of the budgeted capital item of a portable generator. We received one quote at just under \$7,000 for a generator and the wiring necessary to run the pro shop, office, hallway and bathroom lights, and the

building alarm system. The unit will be portable and will plug in outside the clubhouse and stored in the cart barn. The Commission gave its consensus to proceed.

Concessionaire (Mr. Faustini):

None – did not attend.

Finance (Jonathan Turk):

- There was no revenue in March
- We are currently within budget on most line items this fiscal year. We are tracking higher than normal for heat (117.6%) and water (120.6%). The high heat costs should be behind us for the year, but water could be a further problem if we have a dry spring.
- The Board of Finance passed our 2015/2016 annual budget back in February.

Correspondence:

None

Old Business:

- Mr. Evans updated the Commission on the status of the name badges for all employees. A name badge has been chosen and a mock-up is being produced. The cost for badges for all employees is estimated to be \$500.
- Mr. Dray followed up on cost estimates to replace the roof on the Miklus Center and make repairs to the roof over the porch at the clubhouse to prevent damage from ice dams. An initial estimate of \$20,000 was received. Mr. Dray asked the Commission to authorize replacement of the roofs realizing that we would potentially have to allocate money from the enterprise fund and, due to the cost, we would have to go out to bid.

Mr. Turk made a motion, seconded by Mr. Evans, to authorize up to \$20,000 be spent for a new roof on the Miklus Center and a membrane and replacement shingles added to the porch section of the clubhouse roof. Motion carried unanimously.

New Business

- Mr. Dray asked the Commission to consider purchasing some folding tables and chairs for use by customers for various events and meetings. The cost and number of chairs and tables will be determined when research is completed.

Mr. DeLuca made a motion, seconded by Mrs. Wheeler, to authorize the purchase of folding tables and chairs for use by customers. Motion carried unanimously.

- Mr. Dray asked the Commission to vote to accept the Stipulation between the Tashua Knolls Golf Commission and Gralor Inc. dated April 22, 2015 (attached).

Mr. Evans made a motion, seconded by Mr. DeLuca, to approve the attached Stipulation between the Tashua Knolls Golf Commission and Gralor Inc. Motion carried unanimously.

- Mr. Dray informed the Commission that he and Mrs. Michaels have met with Mr. James Henderson of Civil Service to discuss the position recently vacated by Assistant Superintendent Chris Gallant. Mr. Dray proposed filling the position as an already union-approved position of Superintendent with the change that the Superintendent would work Sunday through Thursday during the golf season.

Mrs. Michaels made a motion, seconded by Mr. DeLuca, to proceed with the hiring of a Superintendent for the Maintenance Department. Motion carried unanimously.

Executive Session:

Mr. Dray made a motion at 7:50 PM, seconded by Mr. DeLuca, to move into Executive Session to discuss pending litigation. Also invited to attend was Mr. Brown, Mr. Ponzio, Attorney Callahan and Attorney Kokenos. Motion carried unanimously.

A motion to exit Executive session was made by Mr. DeLuca at 9:10 PM and seconded by Mrs. Wheeler. Motion carried unanimously.

Mrs. Deal made a motion, seconded by Mr. Guzzi, to retain the law firm of Owens, Shine & Nicola, PC, in the Tashua Knolls Golf Commission vs. Gralor, Inc. litigation, dated April 27. Motion carried unanimously.

Adjournment:

A motion was made by Mr. Guzzi at 9:15 PM; seconded by Mr. Turk to adjourn the meeting.
Motion carried unanimously.

Respectfully submitted,

Christine A. Plumeau
Golf Course Commission Clerk

DOCKET NO.: H-BR-1009136	:	SUPERIOR COURT
	:	HOUSING SESSION
GRALOR, INC.	:	
	:	FAIRFIELD J.D.
v.	:	AT BRIDGEPORT
	:	
TOWN OF TRUMBULL et.al.	:	APRIL 22, 2015

STIPULATION

The Defendants, **TOWN OF TRUMBULL** ("Town") and **TASHUA KNOLLS GOLF COMMISSION** ("Commission" and Town hereinafter referred to collectively as the "Defendants") and the Plaintiff, **GRALOR, INC.** ("Gralor") hereby stipulate to the following:

1. The Defendants take down the fence along the outside area by the first tee ("Outside Area") by Tuesday, April 21, 2015 at 5:00 p.m., or sooner, and said fence remains down during the pendency of this action;

2. The Defendants agree to allow Gralor to use the Outside Area in the manner it has historically been used by Gralor and as set forth in the "original agreement" subject to applicable laws, and regulations existing prior to the commencement of the lawsuit such historic use and terms of the "original agreement" are identified in "**Exhibit 1**" hereto, subject to the reservation of right set forth in Paragraph 3 herein below.

3. The parties hereto agree that the stipulated activities in Paragraph 1 and 2 herein above will be undertaken without prejudice to each party's claims they have or may have against any other party to the lawsuit, irrespective of whether or not said claims have been asserted to date, except as between Gralor and Defendant Ron Dray in his "individual" capacity, which are addressed in Paragraphs 5, 6 and 7 herein below.

Without limiting the generality of the foregoing, such claims which shall not be prejudiced shall include, but in no way be limited to: (i) Trumbull's claims of the potential validity, legality, authority to enter into and/or nature of the "original agreement" set forth in paragraph 2 herein, (ii) Gralor's claim for attorneys fees and costs as it relates to its claim to unlawful entry and detainer; and (iii) Town's right to dispute such attorney's fees and costs. A failure to identify herein a specific claim which shall not be prejudiced shall in no way be construed as a waiver of such claim by either party.

4. Gralor withdraws its motion for temporary injunction and agrees not to seek a similar injunction unless there is a material breach of Paragraphs 1 and 2 herein above.

5. Gralor withdraws its claims against Defendant Ronald Dray in his individual capacity with prejudice on or before Tuesday, April 21, 2015 at 5:00 p.m. or sooner.

6. Gralor tenders to Defendant Ronald Dray a standard release of all claims it has or may have against Defendant Ron Dray in his individual capacity, whether asserted or unasserted, through the date of the agreement;

7. Defendant Ronald Dray, in his individual capacity, tenders Gralor a standard release of all claims he or may have against Gralor, whether asserted or unasserted, through the date of the agreement.

The Plaintiff
GRALOR, INC.

By: 

Hal Rosnick, Esq.
Miller, Rosnick, D'Amico, August, Butler P.C.
1087 Broad Street
Bridgeport, CT 06604
P: (203) 583-3559
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E: Hal@millerandrosnick.com
Firm Juris No. 038116

The Defendants
TOWN OF TRUMBULL
TASHUA KNOLLS GOLF COMMISSION

By: 

Dennis J. Kokenes, Esq.
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799 Silver Lane
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Firm Juris No. 044796

EXHIBIT 1

1. All of Gralor's financial and contractual obligations to the Town must be current.
2. The right to use said Outside Area shall be for a one (1) year trial period and the Town shall have the absolute right to revoke and terminate Gralor's use if same should become a nuisance.
3. Gralor is fully responsible to maintain the shrubbery and netting and replace any shrubs and netting when the Commission determines it is needed.
4. Gralor shall use the Outside Area for ceremonies and pictures after four (4) o'clock p.m. and brief ceremonies and pictures are allowed after twelve (12) Noon provided the noise level is kept to a minimum and must never interfere with the Golfer's Use.
5. No temporary or permanent structures can be erected by Gralor without the Commission approval, in writing.
6. Gralor shall supply and pay for all additional netting, trees and/or shrubs and they are to be installed or planted on the building side the split rail fence so as not to crowd the first tee. The netting and shrubs must begin with Twenty (20) feet of the stonewall and extend a minimum of Eighty Five (85) feet. Additional shrubs will be planted in the front of the stone wall to protect from golf balls that might ricochet off the stone wall.
7. Brief Ceremonial Music is allowed on the Outside Area.
8. The netting installed by Gralor will be hidden from view on both sides of the netting by shrubs.
9. The netting will be a minimum of ten (10) feet high.
10. The Town will mow the grass in this area as well as provide the leaf pickup.
11. Bobby Brown or his designee is in charge of enforcing the above conditions. Any violation will be grounds for termination.
12. Under no circumstances are the guest or business invitees of Gralor allowed to enter the golf course for any reason.
13. Gralor agrees to keep the Outside Area clean of paper and other objectionable material which are generate by its use of the Outside Area.

14 Gralor agrees to protect and indemnify the Town from any and all claims for personal injuries or property damage do to it's use of said Outside Area.